

UNITED STATES DISTRICT COURT  
DISTRICT OF NEW JERSEY

UNITED STATES OF AMERICA : Hon.  
v. : Criminal No. 06-  
FRANK G. ABATE : 18 U.S.C. §§ 1341, 1346,  
1512(c)(2), 1951(a) and 2.

**INDICTMENT**

The Grand Jury, in and for the District of New Jersey,  
sitting in Newark, charges:

**COUNTS 1-9**

(Scheme to Defraud the Public of  
Defendant Abate's Honest Services)

**Defendant and the WMUA**

1. On or about January 28, 2002, defendant FRANK G. ABATE, a resident of Marlboro, New Jersey, was appointed the Executive Director of the Western Monmouth Utilities Authority (the "WMUA"), by the WMUA Board of Commissioners. As the Executive Director, defendant FRANK G. ABATE was responsible for, among other things: representing the WMUA in all dealings with the general public, developers, and contractors; identifying and recommending contractors to provide goods and services to the WMUA; authorizing purchase orders for payment and submission to the WMUA Board of Commissioners for its approval; signing WMUA

bank checks; advertising contracts for bid and receiving bids on such dates as were necessary to meet the operation and maintenance needs of the WMUA; and maintaining personnel records and reports. Additionally, defendant FRANK G. ABATE had the power to facilitate developers' effort to obtain approvals on sewage-related matters and was responsible for setting agendas for the WMUA's meetings. In this way, defendant FRANK G. ABATE had control over which developers' application would be considered and voted on at the WMUA's meetings. Defendant FRANK G. ABATE served as Executive Director until on or about September 21, 2006.

2. At all times relevant to Counts 1 to 9 of this Indictment, the WMUA was the sewer utility for several municipalities in the western part of Monmouth County, New Jersey, including all of Manalapan and Marlboro, and parts of Freehold and Englishtown. The WMUA was headquartered in Manalapan and governed by a four-member Board of Commissioners, consisting of two Commissioners appointed by the Township of Marlboro and two Commissioners appointed by the Township of Manalapan.

3. At all times relevant to Counts 1 to 9 of this Indictment, the WMUA and the citizens in the WMUA's jurisdiction had an intangible right to the honest services of WMUA officials. As a WMUA official, defendant FRANK G. ABATE owed the WMUA and

the citizens in the WMUA's jurisdiction a duty to: (a) refrain from receiving corrupt payments and benefits designed to: (i) improperly affect the performance of official duties, or (ii) coax favorable official action or inaction; and (b) disclose conflicts of interest and other material information in matters over which defendant FRANK G. ABATE exercised, and attempted to exercise, authority and discretion as a WMUA official that resulted in his direct or indirect financial gain.

**Contractors Doing and Seeking Business Involving the WMUA**

4. At all times relevant to Counts 1 to 9 of this Indictment, the following contractors located in Monmouth County contracted, and were seeking work, with the WMUA, and were seeking official assistance from defendant FRANK G. ABATE:

(a) Contractor No. 1 was in the business of providing installation and maintenance on heating and air-conditioning systems in Monmouth County and elsewhere.

(b) Contractor No. 2 was in the tree trimming, planting and removal business in Monmouth County and elsewhere. Contractor No. 2 purchased goods and services in interstate commerce.

(c) Contractor No. 3 was in business of providing installation and maintenance of electrical systems in Monmouth County and elsewhere.

(d) Contractor No. 4 was in the business of installing and

repairing fences in Monmouth County and elsewhere. Contractor No. 4 was a business engaged, and purchased goods and services, in interstate commerce.

(e) Contractor No. 5 was in the business of providing engineering services in Monmouth County and elsewhere.

(f) Contractor No. 6 was in the business of providing legal services in Monmouth County and elsewhere.

**Developers Doing and Seeking Business Involving the WMUA**

5. At all times relevant to Counts 1 to 9 of this Indictment, Developer Nos. 1 and 2 were commercial and residential real estate developers who sought sewer approvals for their development projects from, and did other business with, the WMUA in Monmouth County, and were seeking official assistance from the WMUA relating to their development projects.

**Scheme and Artifice to Defraud the WMUA and Public of Honest Services**

6. From on or about January 28, 2002 to on or about September 21, 2006, in Monmouth County, in the District of New Jersey, and elsewhere, defendant

FRANK G. ABATE

knowingly and willfully did devise and intend to devise a scheme and artifice to defraud the WMUA and the citizens in the WMUA's jurisdiction of the right to defendant FRANK G. ABATE's honest services in the affairs of the WMUA.

7. The object of this scheme and artifice to defraud was for defendant FRANK G. ABATE to receive significant personal benefits, including free and discounted home improvements and repairs, property surveys and legal work from contractors and developers doing, and seeking, business with the WMUA and seeking official assistance from defendant FRANK G. ABATE in matters over which he had official authority and discretion, and to intentionally not disclose to, and conceal from, the WMUA and the citizens in the WMUA's jurisdiction material information--namely, defendant FRANK G. ABATE's receipt of these corrupt benefits.

#### **Concealed Payments and Benefits from WMUA Contractors**

##### **Property Improvements from Contractor No. 1**

8. It was a part of this scheme and artifice to defraud that:

a. In or about the first quarter of 2002, defendant FRANK G. ABATE solicited a principal of Contractor No. 1 to submit bids for the WMUA's heating, ventilation and air conditioning repair and maintenance work (hereinafter "heating and air conditioning service"). In or about July 2002, Contractor No. 1 submitted its bid for the WMUA's heating and air conditioning service contract to defendant FRANK G. ABATE. In the meantime, between on or about March 15, 2002 and on or about June 21, 2002, defendant FRANK G. ABATE signed and authorized for payment WMUA purchase

orders totaling approximately \$19,200 for Contractor No. 1.

b. On or about July 26, 2002, the WMUA awarded Contractor No. 1 its heating and air conditioning service work, and entered into a \$12,650 service contract that ended on or about January 31, 2003. Defendant FRANK G. ABATE signed the contract on behalf of the WMUA.

c. In or about 2002, defendant FRANK G. ABATE gave the principal of Contractor No. 1 architectural plans relating to a proposed addition to defendant FRANK G. ABATE's Marlboro home for review and comment, by employees of Contractor No. 1, on the addition's heating and cooling system. Subsequently, in or about 2003, Contractor No. 1 began the installation of a heating and cooling system in the addition to defendant FRANK G. ABATE's home.

d. Between on or about July 26, 2002 and on or about October 31, 2006, Contractor No. 1 was awarded WMUA work, over and above the work contemplated in the annual heating and air conditioning service contracts. Defendant FRANK G. ABATE signed and authorized for payment all of Contractor No. 1's purchase orders relating to the additional work.

e. In or about April 2003, at FRANK G. ABATE's request, Contractor No. 1 installed a new water heater in, and cleaned the existing chimney at, defendant FRANK G. ABATE's home. Although that work had an approximate value of \$1,500, defendant FRANK G.

ABATE paid nothing.

f. On or about May 1, 2003, the WMUA awarded Contractor No. 1 its heating and air conditioning service work, and entered into a \$21,040 service contract that ended on or about April 30, 2004. Defendant FRANK G. ABATE signed the contract on behalf of the WMUA.

g. On or about December 23, 2003, at defendant FRANK G. ABATE's request, Contractor No. 1 installed a furnace at defendant FRANK G. ABATE's home. Although that work had an approximate value of \$2,500, defendant FRANK G. ABATE paid nothing.

h. On or about March 1, 2004, the WMUA awarded Contractor No. 1 its heating and air conditioning service work, and entered into a \$26,150 service contract that ended on or about February 28, 2005. Defendant FRANK G. ABATE signed the contract on behalf of the WMUA.

i. In or about March 2004, at defendant FRANK G. ABATE's request, Contractor No. 1 installed a heating and cooling system at the Brick, New Jersey home of a close relative of defendant FRANK G. ABATE. Although that work had an approximate value of \$5,000, defendant FRANK G. ABATE was charged and paid \$3,900--an \$1,100 discount.

j. In or about March 2004, Contractor No. 1 completed the installation of the heating and cooling system in connection with

the addition to defendant FRANK G. ABATE's home. Although that job had an approximate value of \$4,200, defendant FRANK G. ABATE was only charged and paid \$3,600--a \$600 discount.

k. On or about April 3, 2005, the WMUA awarded Contractor No. 1 its heating and air conditioning service work, and entered into a \$25,225 service contract that ended on or about April 11, 2006. On or about April 12, 2006, the WMUA awarded Contractor No. 1 the heating and air conditioning service work, and entered into a \$23,975 service contract that will end on or about April 11, 2007. Defendant FRANK G. ABATE signed both of the above-referenced contracts on behalf of the WMUA.

**Property Improvements from Contractor No. 2**

9. It was a further part of this scheme and artifice to defraud that:

a. In or about the first quarter of 2005, Contractor No. 2 was solicited by the WMUA for an estimate on the removal of a tree on WMUA property. A principal of Contractor No. 2 subsequently met with defendant FRANK G. ABATE at the WMUA headquarters. Defendant FRANK G. ABATE showed the principal a tree near a flag pole outside of the WMUA building that defendant FRANK G. ABATE wanted removed. Contractor No. 2, thereafter, submitted a \$350 quote to the WMUA for the removal of the tree near the flag pole, and the removal of another tree near the WMUA parking lot.



b. During the above-referenced visit to the WMUA, defendant FRANK G. ABATE and Contractor No. 2 agreed that Contractor No. 2 could dump discarded wood chips, from Contractor No. 2's various other jobs, on WMUA property, free of charge, if Contractor No. 2 discounted tree removal work at defendant FRANK G. ABATE's home.

c. In or about March 2005, Contractor No. 2 removed approximately 10 trees at defendant FRANK G. ABATE's home. Although that job had a value of approximately \$2,500, defendant FRANK G. ABATE was charged and paid \$900--a \$1,600 discount.

d. In or about April 2005, defendant FRANK G. ABATE informed Contractor No. 2 that Contractor No. 2 had been awarded the \$350 WMUA tree-removal job. On or about April 5, 2005, defendant FRANK G. ABATE signed and authorized for payment a WMUA purchase order in the amount of \$350 for Contractor No. 2.

e. In or about November 2005, Contractor No. 2 submitted a \$500 quote to the WMUA for the removal of two trees on WMUA property. Defendant FRANK G. ABATE subsequently awarded Contractor No. 2 that tree-removal job. On or about November 28, 2005, defendant FRANK G. ABATE signed and authorized for payment a WMUA purchase order in the amount of \$500 for Contractor No. 2.

f. Between in or about March 2005 and in or about March 2006, Contractor No. 2 dumped approximately 20 loads of wood chips on WMUA property.

**Property Improvements from Contractor No. 3**

10. It was a further part of this scheme and artifice to defraud that:

a. On or about April 2, 2002, the WMUA and Contractor No. 3 entered into a \$130,825 electrical service contract that began on or about April 1, 2002 and end on or about April 30, 2003. On or about May 1, 2003, the WMUA and Contractor No. 3 entered into a two-year \$298,550 electrical service contract that began on or about May 1, 2003. On or about May 1, 2005, the WMUA and Contractor No. 3 entered into a two-year \$338,110 electrical service contract that began on or about May 1, 2005. On each of the above-referenced contracts, defendant FRANK G. ABATE attested to the contract's proper execution.

b. In or about 2003, defendant FRANK G. ABATE provided a Contractor No. 3 representative with a copy of architectural blue prints for an addition to defendant FRANK G. ABATE's home, and solicited Contractor No. 3 to perform electrical work at defendant FRANK G. ABATE's home.

c. From in or about the third quarter of 2003 to in or about the second quarter of 2004, Contractor No. 3 performed electrical work totaling approximately \$7,184.68 on defendant FRANK G. ABATE's home. In or about 2004 and 2005, defendant FRANK G. ABATE paid Contractor No. 3 nothing for the work done at his home. After it became known that federal law enforcement authorities were investigating defendant FRANK G. ABATE's receipt

of benefits from contractors and others during the first quarter of 2006, defendant FRANK G. ABATE obtained a bill and paid Contractor No. 3 for the work performed.

**Property Improvements from Contractor No. 4**

11. It was a further part of this scheme and artifice to defraud that:

a. In or about March 2005, defendant FRANK G. ABATE sought to have a vinyl fence installed around the perimeter of his home. In or about March 2005, defendant FRANK G. ABATE received an estimate for the installation of the fence from Contractor No. 4. The estimate indicated that defendant FRANK G. ABATE would be charged \$4,000, and not \$4,400, which was the approximate value of the installation. In exchange for this benefit, defendant FRANK G. ABATE and a representative of Contractor No. 4 agreed that defendant FRANK G. ABATE would take steps necessary to ensure that Contractor No. 4 was awarded fence work at the WMUA. In or about March 2005, defendant FRANK G. ABATE paid Contractor No. 4 \$4,000 for the fence installation.

b. On or about May 10, 2005, defendant FRANK G. ABATE solicited Contractor No. 4 for an estimate to have an existing chain link fence on defendant FRANK G. ABATE's property removed. Contractor No. 4's estimate indicated that Contractor No. 4 would charge defendant FRANK G. ABATE \$450, and not \$650 which was the approximate value of the removal. In exchange for this benefit,

defendant FRANK G. ABATE understood that he would take steps necessary to ensure that Contractor No. 4 was awarded fence work at the WMUA. On or about June 15, 2005, defendant FRANK G. ABATE paid Contractor No. 4 \$450 for the fence installation.

c. On or about May 10, 2005, defendant FRANK G. ABATE showed the representative an area at the WMUA where defendant FRANK G. ABATE wanted a 400 feet galvanized steel fence erected. Additionally, defendant FRANK G. ABATE told the representative to submit a quote to the WMUA for the steel-fence job.

d. In or about May 2005, defendant FRANK G. ABATE received a fax from the representative containing an invoice indicating that it would cost \$5,900 to construct a 400 foot fence to the west of the WMUA building, and \$375 to repair an existing fence on WMUA property, for a total of \$6,275. Subsequently, defendant FRANK G. ABATE told the representative, over the telephone, that if Contractor No. 4 lowered the bid to \$5,900, then it would be awarded the WMUA job. Armed with this information, a representative of Contractor No. 4 altered the initial estimate, by scratching out the original \$6,275 figure and replacing it with \$5,900.

e. On or about May 11, 2005, defendant FRANK G. ABATE signed and authorized for payment a WMUA purchase order in the amount of \$375 for Contractor No. 4. In or about July 2005, defendant FRANK G. ABATE informed the representative that the

WMUA had awarded Contractor No. 4 the \$5,900 WMUA fence installation job. On or about July 11, 2005, defendant FRANK G. ABATE signed and authorized for payment a WMUA purchase order in the amount of \$5,900 for Contractor No. 4.

f. On or about July 13, 2005, defendant FRANK G. ABATE asked Contractor No. 4 for an estimate on additional fencing for his home. Although the additional fence should have cost defendant FRANK G. ABATE approximately \$475, defendant FRANK G. ABATE was charged and paid \$275--a \$200 discount. As with the other discounts that defendant FRANK G. ABATE received on Contractor No. 4's work at his home, defendant FRANK G. ABATE understood that this benefit was in exchange for his official action ensuring that Contractor No. 4 was awarded fence work at the WMUA.

**Property Design Plans from Contractor No. 5**

12. It was a further part of this scheme and artifice to defraud that:

a. On or about February 1, 2002, the WMUA passed a resolution appointing Contractor No. 5 the Special Consulting Engineer for the WMUA. As the Special Consulting Engineer, Contractor No. 5 was responsible for, among other things, providing the WMUA with services related to the plan, design, construction and operation of all of the WMUA's facilities. Defendant FRANK G. ABATE assisted Contractor No. 5 in becoming

the Special Consulting Engineer by, among other things, lobbying WMUA Commissioners on Contractor No. 5's behalf.

b. On or about March 28, 2002, the WMUA and Contractor No. 5 entered into an engineering services contract to begin on or about March 28, 2002 and end on or about January 31, 2003. Defendant FRANK G. ABATE signed the engineering services contract on behalf of the WMUA.

c. On or about May 13, 2002, defendant FRANK G. ABATE asked a principal of Contractor No. 5 if Contractor No. 5 could prepare a revised property survey of defendant FRANK G. ABATE's home. The revised property survey was valued at approximately \$600.

d. On or about May 17, 2002, Contractor No. 5 prepared and delivered a revised property survey to defendant FRANK G. ABATE. Defendant FRANK G. ABATE paid nothing for the survey. In exchange for this benefit, defendant FRANK G. ABATE understood that he would take steps necessary to ensure that Contractor No. 5 was annually named the WMUA's Special Engineer.

e. On or about February 6, 2003, April 16, 2004, February 4, 2005 and February 3, 2006, the WMUA and Contractor No. 5 entered into one-year engineering services contracts. Defendant FRANK G. ABATE signed all of the above-referenced engineering service contracts on behalf of the WMUA.

f. In or about 2005, defendant FRANK G. ABATE asked a principal of Contractor No. 5 if Contractor No. 5 would prepare a landscape sketch of the property surrounding defendant FRANK G.

ABATE's home. The principal agreed to provide defendant FRANK G. ABATE with the sketch, and other representatives of Contractor No. 5 prepared and delivered it to defendant FRANK G. ABATE soon afterwards. Although the landscaping sketch was valued at approximately \$500, defendant FRANK G. ABATE paid nothing. In exchange for this benefit, defendant FRANK G. ABATE understood that he would take steps necessary to ensure that Contractor No. 5 was annually named the WMUA's Special Engineer.

g. Between on or about January 1, 2002 and on or about December 31, 2002, the WMUA paid Contractor No. 5 approximately \$68,841 for services that it provided as Special Engineer. Between on or about January 1, 2003 and on or about December 31, 2003, the WMUA paid Contractor No. 5 approximately \$157,488 for services that it provided as Special Engineer. Between on or about January 1, 2004 and on or about December 31, 2004, the WMUA paid Contractor No. 5 approximately \$665,745 for services that it provided as Special Engineer. Between on or about January 1, 2005 and on or about December 31, 2005, the WMUA paid Contractor No. 5 approximately \$318,848 for services that it provided as Special Engineer. Between on or about January 1, 2006 and on or about October 31, 2006, the WMUA paid Contractor No. 5 approximately \$55,671 for services that it provided as Special Engineer.

**Personal Legal Work from Contractor No. 6**

13. It was a further part of this scheme and artifice to

defraud that:

a. On or about February 1, 2002, the WMUA passed a resolution appointing Contractor No. 6 the Attorney for the WMUA. As the WMUA's Attorney, Contractor No. 6 was responsible for, among other things, providing the WMUA with legal services related to labor grievances. Defendant FRANK G. ABATE assisted Contractor No. 6 in obtaining work as the WMUA's Attorney by, among other things, lobbying WMUA Commissioners on Contractor No. 6's behalf.

b. On or about February 1, 2002, 2003, 2004 and 2005, the WMUA and Contractor No. 6 entered into one-year legal services contracts. Defendant FRANK G. ABATE signed all of the WMUA checks paying Contractor No. 6 for services rendered on the above-referenced contracts.

c. In or about June 2004, defendant FRANK G. ABATE asked a principal of Contractor No. 6 if Contractor No. 6 could prepare personal legal work for defendant FRANK G. ABATE. The legal work was valued at approximately \$350.

d. In or about June 2004, Contractor No. 6 did the legal work for defendant FRANK G. ABATE. Defendant FRANK G. ABATE paid nothing for this legal work. In exchange for this benefit, defendant FRANK G. ABATE understood that he would take steps necessary to ensure that Contractor No. 6 was annually named the WMUA's Attorney.

e. Between on or about January 1, 2002 and on or about



December 31, 2002, the WMUA paid Contractor No. 6 approximately \$146,472 for services that Contractor No. 6 provided as Attorney. Between on or about January 1, 2003, and on or about December 31, 2003, the WMUA paid Contractor No. 6 approximately \$280,838 for services that Contractor No. 6 provided as Attorney. Between on or about January 1, 2004 and on or about December 31, 2004, the WMUA paid Contractor No. 6 approximately \$170,508 for services that Contractor No. 6 provided as Attorney. Between on or about January 1, 2005 and on or about December 31, 2005, the WMUA paid Contractor No. 6 approximately \$169,493 for services that Contractor No. 6 provided as Attorney. Between on or about January 1, 2006 and on or about October 31, 2006, the WMUA paid Contractor No. 6 approximately \$40,220 for services that it provided as Attorney.

**Concealed Payments and Benefits from Developer Nos. 1 and 2**

14. It was a further part of this scheme and artifice to defraud that:

**Payments for Architectural Plans from Developer Nos. 1 and 2**

a. From in or about January 2002 to in or about 2005, Developer Nos. 1 and 2 had applications and other matters approved by the WMUA. During this same time period, defendant FRANK G. ABATE caused their matters to be listed on agendas for approval by WMUA Board of Commissioners including: 1) on or about

March 21, 2002, a matter regarding a sewage extension request that the WMUA approved; 2) in or about May 2002 to June 2002 another matter regarding a sewer extension request; 3) between in or about January 2005 to in or about March 2005, several matters pertaining to other projects and the reduction of performance and cash bonds.

b. There was an architect located in Monmouth County, New Jersey (the "Architect") who worked on several of Developer Nos. 1 and 2's development projects since at least the mid-1990's.

c. Between in or about January 2002 and in or about April 2002, Developer No. 1 told the Architect that defendant FRANK G. ABATE wanted to put an addition onto his home and that Developer Nos. 1 and 2 would pay the Architect to prepare architectural plans for defendant FRANK G. ABATE.

d. In or about late May and early June 2002, the Architect drafted plans for the addition to defendant FRANK G. ABATE's house. By invoice dated June 3, 2002, the Architect billed \$2,500 for his work. The Architect faxed the invoice to Developer Nos. 1 and 2's Freehold, New Jersey office. When the Architect prepared the invoice, the Architect included on the invoice the following: "Re: Abate addition." On or about June 16, 2002, the Architect received a check in the amount of \$2,500 from Developer Nos. 1 and 2, as well as a copy of his invoice; however, Developer Nos. 1 and 2 had blackened out the reference

to defendant FRANK G. ABATE on the invoice.

e. In or about 2005, defendant FRANK G. ABATE solicited the Architect to prepare architectural plans for another addition to defendant FRANK G. ABATE's home. The Architect prepared the plans for approximately \$2,300. On or about May 3, 2005, the Architect received a \$500 check from defendant FRANK G. ABATE as partial payment for these services. On or about June 2, 2005, the Architect received an \$1,800 check from Developer No. 2, representing the balance due for defendant FRANK G. ABATE's architectural plans.

#### **Acts of Concealment**

15. It was a further part of this scheme and artifice to defraud that defendant FRANK G. ABATE and others concealed and attempted to conceal the giving and receipt of these corrupt benefits and other material information from the WMUA and the public by, among other things:

- a. intentionally failing to disclose to the Board of Commissioners defendant FRANK G. ABATE's acceptance and agreement to accept these corrupt benefits;
- b. instructing others not to disclose these corrupt benefits;
- c. attempting to cover up the corrupt benefits from law enforcement detection by requesting invoices, after the law-enforcement investigation became known, for work completed long before;
- d. attempting to cover up the corrupt benefits from law enforcement detection by paying for benefits received only after the law enforcement investigation became known;

e. not disclosing these corrupt benefits on financial disclosure statements for local government officials publicly filed on an annual basis with the State of New Jersey, Department of Community Affairs, Local Finance Board in Trenton, New Jersey for the reporting years 2002, 2003, 2004 and 2005;

f. paying partial amounts for certain work to create the pretext that defendant FRANK G. ABATE had paid in full for the work; and

g. deleting language from billing records and other documents to conceal defendant FRANK G. ABATE as the true recipient of the corrupt benefits.

16. On or about the dates listed below, in Monmouth County, in the District of New Jersey and elsewhere, for the purpose of executing and attempting to execute the scheme and artifice to defraud, defendant

FRANK G. ABATE

and others, knowingly and willfully placed and caused to be placed in a post office and authorized depository for mail, and caused to be delivered thereon, certain mail matter, to be delivered by the United States Postal Service as described below:

<u>Count</u>	<u>Date</u>	<u>Mailing</u>
1	April 15, 2003	A Local Government Ethics Law Financial Disclosure Statement for 2002, addressed to Department of Community Affairs, Trenton, New Jersey.
2	April 12, 2004	A Local Government Ethics Law Financial Disclosure Statement for 2003, addressed to Department of Community Affairs, Trenton, New Jersey.
3	March 24, 2005	A Local Government Ethics Law

Financial Disclosure Statement for 2004, addressed to Department of Community Affairs, Trenton, New Jersey.

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|---|-------------------|--|
| 4 | February 28, 2006 | A letter addressed to Contractor No. 3 in Hazlet, New Jersey requesting an invoice for services rendered.  |
| 5 | March 6, 2006     | A check written on defendant FRANK G. ABATE's account, addressed to the Architect in Holmdel, New Jersey.  |
| 6 | March 7, 2006     | A letter addressed to Contractor No. 3 in Hazlet, New Jersey requesting an invoice for services rendered.  |
| 7 | March 16, 2006    | A letter addressed to the Architect in Holmdel, New Jersey requesting an invoice for services rendered.  |
| 8 | March 21, 2006    | A letter addressed to Developer No. 1 in Freehold, New Jersey requesting an invoice for any monies Developer No. 1 paid to the Architect for work that the Architect performed for defendant FRANK G. ABATE. |
| 9 | April 11, 2006    | A Local Government Ethics Law Financial Disclosure Statement for 2005, addressed to Department of Community Affairs, Trenton, New Jersey.  |

In violation of Title 18, United States Code, Sections 1341, 1346 and 2.

COUNTS 10-11

(Extortion Under Color of Official Right)

1. Paragraphs 1 to 2, 4(b) and (d), 9 and 11 of Counts 1 to 9 of this Indictment are repeated and realleged as if set forth in full herein.

2. On or about the dates set forth below, in Monmouth County, in the District of New Jersey, and elsewhere, defendant

FRANK G. ABATE

knowingly and willfully did obstruct, delay and affect interstate commerce by extortion--that is, by defendant FRANK G. ABATE directly and indirectly obtaining monetary benefits and property from the Contractors set forth below with their consent under color of official right:

COUNT	DATE	CONTRACTOR	APPROXIMATE AMOUNT OF MONETARY BENEFITS AND PROPERTY
10	In or about 2005	Contractor No. 2	\$1,600
11	Between in or about March 2005 and July 2005	Contractor No. 4	\$800

In violation of Title 18, United States Code, Sections 1951(a) and 2.

COUNT 12

(Abate's Attempt to Obstruct the Grand Jury Investigation as it  
Related to Contractor No. 3)

1. Paragraphs 1 to 2, 4(c), 7 to 8, 10 and 15 of Counts 1 to 9 of this Indictment are repeated and realleged as if set forth in full herein.

2. At all times relevant to this Count of the Indictment, a federal Grand Jury empaneled on or about April 26, 2005 and sitting in Newark, in the District of New Jersey, was investigating, among other things, allegations that defendant FRANK G. ABATE solicited, received and accepted concealed corrupt payments and benefits from developers and contractors who did, or who were seeking, business with the WMUA.

3. On or about January 30, 2006, a federal grand jury subpoena was served by federal law enforcement agents on Contractor No. 3 seeking, among other things, all documents and records relating to payments made by defendant FRANK G. ABATE pertaining to the work that Contractor No. 3 performed at his home. Additionally, on or about February 28, 2006, agents met with representatives of Contractor No. 3, regarding work that it performed at defendant FRANK G. ABATE's home, and why, at that point, defendant FRANK G. ABATE was not billed by Contractor No. 3.

4. On or about February 28, 2006, defendant FRANK G. ABATE sent a typed letter, by U.S. mail, to Contractor No. 3. The

letter stated, "Gentlemen, I have recently reviewed my records and recognized that I never received an invoice for work performed at my home. Please send me a bill immediately so payment can be forthcoming. Sincerely, Frank G. Abate."

5. On or about March 3, 2006, Contractor No. 3 sent a bill, by U.S. mail, to defendant FRANK G. ABATE for \$7,184.68 for services that it provided from in or about the third quarter of 2003 to in or about the second quarter of 2004.

6. On or about March 7, 2006, defendant FRANK G. ABATE sent a second typed letter, by U.S. mail, to Contractor No. 3. Defendant FRANK G. ABATE's letter stated, "Gentlemen, As per my previous request, I am still waiting for a bill for services rendered at my home. Please send me a bill so I can immediately pay it. Thank you for your attention in this matter. Sincerely, Frank G. Abate."

7. On or about March 8, 2006, defendant FRANK G. ABATE paid Contractor No. 3 \$7,184.68 by check.



8. Between on or about January 30, 2006 and on or about March 28, 2006, in Monmouth County, in the District of New Jersey, and elsewhere, defendant

FRANK G. ABATE

did knowingly, willfully and corruptly attempt to obstruct, influence and impede an official proceeding--namely, a Grand Jury investigation--by seeking an invoice and paying for electrical work performed by Contractor No. 3 at defendant FRANK G. ABATE's home long after the work had been completed to make it appear that defendant FRANK G. ABATE simply failed to pay a bill from a contractor in an arms-length transaction, and to cover up defendant FRANK G. ABATE's corrupt activity.

In violation of Title 18, United States Code, Sections 1512(c)(2) and 2.

COUNT 13

(Abate's Attempt to Obstruct the Grand Jury Investigation as  
it Related to Developer Nos. 1 and 2)

1. Paragraphs 1 to 2, 5, 7 to 8 and 14 to 15 of Counts 1 to 9, and paragraph 2 of Count 12 of this Indictment are repeated and realleged as if set forth in full herein.

2. On or about January 31, 2006, a federal grand jury subpoena was served by federal law enforcement agents on the Architect seeking, among other things, all documents and records relating to payments made by defendant FRANK G. ABATE, pertaining to architectural plans that the Architect drafted for defendant FRANK G. ABATE's home. On or about February 14, 2006, a federal grand jury subpoena was served on the Architect seeking his testimony. On or about February 17, 2006, the Architect discussed the subpoena with Developer Nos. 1 and 2.

3. On or about March 6, 2006, defendant FRANK G. ABATE sent a letter, by U.S. mail, to the Architect. The letter contained a handwritten note and a \$250 check made payable to the Architect from defendant FRANK G. ABATE. The handwritten note stated "for your services Thanks! Frank."

4. On or about March 14, 2006, during a telephone conversation between defendant FRANK G. ABATE and the Architect, audio-recorded by federal law enforcement agents, defendant FRANK G. ABATE was informed by the Architect that the Architect had received his \$250 check, but that the check was redundant because

the Architect had previously received payment from Developer Nos. 1 and 2. In response, defendant FRANK G. ABATE purported to be unaware of Developer Nos. 1 and 2's payment to the Architect and continued, "Well, here's my dilemma, um, I don't know if you know, but everybody's being looked at." The Architect replied, "Yeah, I already received a subpoena to send in my documents, ya know. Ya know they wanted copies of the drawings." Defendant FRANK G. ABATE then stated, "So that's why I sent you that money."

5. On or about March 16, 2006, defendant FRANK G. ABATE sent a letter, by U.S. mail, to the Architect. The letter stated, "As a follow-up to our phone conversation can you please tell me the amount that you were paid for the work you did, so I can reimburse that party. Thank you, Frank G. Abate."

6. On or about March 21, 2006, defendant FRANK G. ABATE sent a letter, by U.S. mail, to Developer No. 1. The letter stated,

It has come to my attention that you may inadvertently and probably by mistake paid [the Architect] for some work that he performed for me. Please check your records and let me know if that happened. If it did please advise me as to the amount, so that I can reimburse you immediately. Thank you. Sincerely, Frank G. Abate.

7. Between on or about January 31, 2006 and on or about March 21, 2006, in Monmouth County, in the District of New Jersey, and elsewhere, defendant

FRANK G. ABATE

did knowingly, willfully and corruptly attempt to obstruct, influence and impede an official proceeding--namely, a Grand Jury investigation--by paying and attempting to pay for Architectural plans of proposed additions to defendant FRANK G. ABATE's home which were drafted by the Architect, long after the work had been performed, to make it appear that defendant FRANK G. ABATE simply failed to pay a bill from the Architect in an arms-length transaction, and to cover up defendant FRANK G. ABATE's corrupt activity.

In violation of Title 18, United States Code, Sections 1512(c)(2) and 2.

A TRUE BILL

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FOREPERSON

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CHRISTOPHER J. CHRISTIE  
UNITED STATES ATTORNEY